

EXHIBIT CV-2

Contingent and Direct Hire Client Service Agreement Addendum

This Addendum is made on this 4th day of November, 2021, to the Contingent and Direct Hire Client Service Agreement entered into by the Collaborative Vision LLC, (herein after, "CV") and Q5id, Inc. (herein after, "Q5id") on December 11, 2018, (herein after, the/this "Agreement") is incorporated into and made part of the Agreement. Any prior Addendum to this dated Addendum will be null and void in its entirety.

CV and Q5id agree that the Agreement is modified as follows:

Candidate Ownership:

- a) As provisioned herein, Q5id and CV will have the right to simultaneously recruit candidates for open employment positions which will be determined solely by Q5id.
 - i. When CV identifies and qualifies a potential candidate (herein after "PC") for an open employment position within Q5id, CV will provide the PC's resume to Q5id's Vice President of Operations and/or as directed by Q5id. If CV has provided all information required by Q5id with respect to a PC, and Q5id, in its sole discretion, agrees that the PC meets its requirements and criteria, and if the PC's resume and/or job application has/have been received from CV and qualified by Q5id prior to any applicant or PC already being reviewed and considered for the same position within Q5id by Q5id, the PC shall thereupon become a qualified candidate ("Qualified Candidate") of CV. Within five (5) business days of CV providing any PC to Q5id, Q5id will provide oral or written assessment to CV with respect to such PC and the status within Q5id's consideration process. Should CV present any PC to Q5id, and the candidate becomes a Qualified Candidate, CV shall benefit as referenced herein from any placement within Q5id.
- b) Other than Q5id itself, CV will be the exclusive recruiter for Q5id for the first forty-five (45) days of an initial posted open employment position. If neither Q5id nor CV can locate a qualified and Q5id accepted candidate to hire, Q5id will have the right to engage any other recruiting agency of their choice to assist in the recruiting efforts.
 - i. The forty-five (45) days from the initial posted open employment position does not reset after an initial or any candidate is rejected. The forty-five (45) days is the total time allotted to work each open employment position requisition.
 - ii. Both Q5id and CV will immediately email a candidate's name to one another which will serve as the date stamp for ownership of a candidate.
 - iii. If Q5id fills an open employment position within the forty-five (45) days before CV, Q5id will pay CV \$1000 for that position in consideration of the time, effort and fees exhausted by CV.

Offer Letters:

- a) Q5id and/or its assigns will draft, review and finalize any and all Offer Letters to be distributed to employment candidates;
- b) Q5id and/or its assigns will make all necessary changes and/or approvals of all Offer Letters; and

- c) All Offer Letters to be transmitted will be done so directly to the employment candidate only with a carbon copy to CV/employment agency. Offer Letters will not be submitted to CV/employment agency for distribution.

Salaried Employment Candidates:

Should Q5id elect to hire a salaried candidate referred by CV for permanent employment regarding any position other than positions qualified within the sales department, a placement fee of 20% of the candidate's annual base salary (base salary constitutes the annual salary assigned to the candidate as of date of hire, not including any bonus structured amount(s), commission(s) or the like) will be charged to Q5id and due as follows: 10% of the placement fee is due to CV after 30 days of the candidate's first day of employment (with the exception of a sales department candidate which will abide by the below referenced placement fee payment structure), with the remaining 10% of the placement fee due, amortized as equal payments and paid on a monthly basis over an 11-month period. The remaining payments shall begin on the 1st day of the third month of employment and continue each month thereafter for a total of eleven (11) payments equating to the total amount stated on the initial invoice for each Qualified Candidate provided by CV and hired by Q5id.

With respect to qualified sales department candidates, after ninety (90) days of employment, a placement fee of 20% of the candidate's annual base salary (base salary constitutes the annual salary assigned to the candidate as of date of hire, not including any bonus structured amount(s), commission(s) or the like) will be charged to Q5id and due as follows: 10% of the placement fee is due to CV *after* 90 days of the candidate's first day of employment, with the remaining 10% of the placement fee due, amortized as equal payments and paid monthly over an 8-month period. Should a sales department candidate be terminated or otherwise leave employment with Q5id on or *before* the 90th day of employment from the initial date of hire, a fee of \$2,000 will be due to CV after 30 days from the candidate's/employee's employment end date (to cover CV's cost of recruiting and procuring). No fee shall be due by Q5id to CV should a candidate/employee elect to leave employment with Q5id for any reason within 30 days from candidate's/employee's start date. Sales department employees include but are not limited to, sales representatives, account managers, account executives, sales managers, business development managers, inside sales managers, outside sales managers, sales directors, etc.

Term of Agreement:

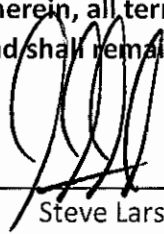
This Agreement will be for the term of one (1) year from the first date (November 4, 2021 – November 3, 2022) on which both Parties have executed the Agreement herein. On November 4, 2022, this Agreement will automatically renew annually, but this Agreement and any such renewals are subject to the termination clause referenced below.

The Agreement may be terminated by either party upon thirty (30) days written notice to the other Party, except that, if a Party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the Agreement upon twenty-four (24) hours written notice. Should CV exercise the right to terminate due to Q5id's

bankruptcy, insolvency, discontinuation of operations for any reason, and/or failure to make payments as required by this Agreement, all payments due and their respective due dates to CV will accelerate, and payment in full will be due to CV immediately. Should CV exercise the right to terminate the Agreement for any reason other than Q5id filing bankruptcy, becoming insolvent, discontinuing operations for any reason, or failing to make payments, the schedule of payment benefit paid to CV shall remain as originally agreed upon, as referenced herein, and due dates for all payments will not accelerate for any reason other than expressly agreed upon by the Parties. Should Q5id exercise the right to terminate the Agreement for any reason, other than bankruptcy, insolvency, or failure to make payments as required, the schedule of payment benefit paid to CV shall revert to the terms of the original Contingent and Direct Hire Client Service Agreement signed by CV and Q5id on December 11, 2018.


This Addendum shall not alter, modify, or change in any other respect the Agreement, and except as modified herein, all terms and provisions of the Agreement are expressly ratified and confirmed and shall remain in full force and effect.

Q5id, Inc.

Signature 

Name: Steve Larson
Title: Chief Executive Officer
Address: 6799 NE Bennett Street
Hillsboro, Oregon 97124

Collaborative Vision LLC

Signature 

Name: Lisa Matar
Title: Chief Executive Officer
Address: P.O. Box 481
Beaverton, Oregon 97075